

CAROUSEL TRADING TERMS

1 Our Contract with you

1.1 Reference in these Terms to "us", "we" or "our" is to the Carousel group company set out in the Contract. If the Contract does not specify the Carousel group company, We are Carousel Logistics Limited, incorporated and registered in England and Wales with company number 01908712, our registered office is Gateway Centre, Castle Road, Sittingbourne, Kent, ME10 3RN.

1.2 The **Client Agreement** constitutes an offer by you to purchase **Services** in accordance with these **Terms**. Where you request us to provide **Services** (whether in writing or otherwise), and no **Client Agreement** is created your request constitutes an offer by you to purchase **Services** in accordance with these **Terms**.

1.3 Your offer shall only be deemed to be accepted when we sign an **Client Agreement**, or we issue written acceptance of your offer, or we commence providing the **Services** (whichever is earliest), at which point and on which date the **Contract** shall come into existence (**Commencement Date**).

1.4 These **Terms** apply to the **Contract** to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

1.5 In addition to these **Terms**, the **BIFA Conditions** will apply to all **Logistics Services**, and the **CMR** and **Montreal Convention** shall additionally apply to international **Logistics Services** and the **UKWA Conditions** will apply to all **Warehouse Services**. For the purposes of those conditions and conventions, we are the "**Company**", and you are the "**Customer**". It is your responsibility to read and understand those conditions and conventions, and by entering into a Contract with us you confirm your agreement to them.

1.6 You can request a copy of the **CMR** and **Montreal Convention** and the current **BIFA Conditions** or **UKWA Conditions** from us at any time. The obligations set out in these **Terms** shall apply in addition to any obligations in the **CMR**, the **Montreal Convention**, the **BIFA Conditions** and the **UKWA Conditions**. To the extent that there is any conflict, clause 14.28 shall apply.

1.7 The references in bold are defined terms set out at clause 14.

2 Supply of Services

2.1 We reserve the right to amend the **Service Description** if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the **Services**. We may also withdraw or discontinue specific **Services** on not less than 30 days' written notice to you, in which case the relevant part of the **Contract** relating to such **Services** shall terminate automatically on expiry of that notice.

2.2 You appoint us as your exclusive provider of the **Services** as set out in the **Service Description** and you shall not:

2.3 provide services (in whole or in part) yourself which are identical or similar to the **Services**; or

2.4 negotiate or engage (directly or indirectly, including through any of your group companies) with any third party for the supply of services which are identical or similar to the **Services**.

2.5 The obligations at clause 2.2 shall apply for the duration of the **Contract** or (if shorter) for a period of five years from the **Commencement Date**.

3 Risk

3.1 Risk in the **Goods** will be subject to the **UKWA Conditions** when we are providing **Warehouse Services** or subject to **BIFA Conditions** when we are providing **Logistics Services**.

4 Insurance

4.1 Unless we agree otherwise in writing, you must at your own expense maintain (with reputable insurers) and provide evidence to us on request of insurance cover:

4.2 for the **Goods**, for the duration of the **Contract**, against all insurable risks to their full insurable value (including all duties and taxes) which excludes any right for the insurer to bring a subrogated claim against us; and

4.3 in respect of your liabilities and obligations under the **Contract** including (but not limited to) public liability, product liability, employer's liability and any insurances required by law, for the duration of the **Contract** and for 6 years after its termination.

4.4 We can arrange insurance for the **Goods** at your request, subject to additional charges.

5 Your obligations

5.1 You shall:

5.2 ensure that the terms of the **Client Agreement** are complete and accurate;

5.3 co-operate with us in all matters relating to the **Services**;

5.4 provide us with such information, assistance and materials as we may reasonably require in order to supply the **Services** (including but not limited to information as necessary to provide the **Services** without injury or damage to us, our officers, employees, agents or any third parties, and as to the **Goods**' storage, transport and distribution requirements and current industry practices), and ensure that any information you provide is complete and accurate in all material respects;

5.5 the **Goods** are fit and safe to be carried or stored in the condition in which they are presented to us and that have been prepared in secure premises using competent, diligent and reliable staff employed by you, labelled in accordance with any statutory or other regulations for the time being in force and that the **Goods** have been safeguarded against unauthorised interference during preparation, storage and

transportation immediately prior to acceptance for carriage or storage of them by us;

5.6 obtain and maintain all necessary licences, permissions and consents which may be required for the **Services** before the date on which the **Services** are to start;

5.7 comply with (and ensure the **Goods** comply with) all applicable laws, including health and safety laws; and

5.8 comply with any additional obligations as set out in the **Service Description**; the **CMR**, the **Montreal Convention**, the **UKWA Conditions**, and the **BIFA Conditions**.

5.9 If our performance of any of our obligations under the **Contract** is prevented or delayed by any act or omission by you or your failure to perform any relevant obligation, or by any defect or issue with the **Goods (Default)**:

5.10 without limiting or affecting any other right or remedy available to it, we shall have the right to suspend performance of the **Services** until you remedy the **Default**, and to rely on the **Default** to relieve us from the performance of any of our obligations in each case to the extent the **Default** prevents or delays our performance of any of our obligations;

5.11 we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 5.9; and

5.12 you shall be responsible for all costs, expenses, damages and losses arising out of or in connection with the **Default**.

5.13 You shall indemnify us against all liabilities, costs, expenses, damages and losses suffered or incurred by us arising out of or in connection with your breach of the **Contract**.

5.14 We reserve (for us and for any governmental or customs authorities, or any logistics agents handling the **Goods**) the right to open the packaging of and inspect any **Goods**.

6 Charges and payment

6.1 The **Charges** for the **Services** and the terms of payment shall be as set out in the **Client Agreement** and the relevant **Charges Card**.

6.2 The **Service Charges** will automatically increase on an annual basis with effect from each anniversary of the **Commencement Date** by rate of 2.5% plus the percentage increase in the Retail Prices Index in the preceding 12-month period. We may also increase the **Service Charges** at any time on not less than 30 days' written notice to you to reflect any increase in cost relating to a factor which is beyond our reasonable control, including but not limited to costs related to government regulations or requirements, foreign exchange fluctuations, increases in taxes, duties or tariffs, and increases in transportation, insurance, labour, materials and other third party costs (whether in total or proportionately in relation to each customer or **Service**).

6.3 The **Services Charges** are conditional upon you achieving the **Projected Expenditure**. If your total payments to us in any consecutive 13 week period (pro-rated to the period or periods by which the **Projected Expenditure** is calculated) are less than 75% of the **Projected Expenditure (Minimum Expenditure)** we may (without prejudice to our other rights and remedies) invoice you for **Service Charges** as if the **Minimum Expenditure** had been met (as calculated by us, acting reasonably) including elements of the **Services** (including but not limited to transport, distribution and handling) which we, acting reasonably, anticipated being required based on the **Projected Expenditure**.

6.4 We may increase the **Charges Card** at any time at our sole discretion on not less than 30 days' written notice to you.

6.5 If you fail to make a payment due to us under the **Contract** by the due date, then, without limiting our remedies under clause 8, you shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment, at the rate set out in the **UKWA Conditions** (regardless of the **Services** being provided).

6.6 All amounts due under the **Contract** shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6.7 In addition to any rights under the **CMR**, the **Montreal Convention**, the **UKWA Conditions** and **BIFA Conditions**, we shall have a lien on any items (including packaging) purchased for you or on your behalf as security for payment of all sums due from you on any account (whether such account relates to those items or not), and storage charges shall accrue on those items as if they were **Goods**.

7 Liability

7.1 Subject to clause 7.7, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, restitution, or otherwise:

7.2 in relation to any **Logistics Services** to which the **Montreal Convention** applies, is capped at the levels set out in (and is otherwise subject to) the **Montreal Convention**;

7.3 in relation to any **Logistics Services** to which the **CMR** applies, is capped at the levels set out in (and is otherwise subject to) the **CMR**;

7.4 in relation to all other **Logistics Services**, is capped at 2 SDR (Special Drawing Rights as defined by the International Monetary Fund) per kilogram, subject to the **BIFA Conditions**;

7.5 in relation to **Warehouse Services** is capped at £100 per tonne, subject to the **UKWA Conditions**; and

7.6 to the extent not limited by clause 7.2 or clause 7.5, or otherwise arising under or in connection with the **Contract**, shall be limited to £1,000.

7.7 Nothing in the **Contract** shall limit or exclude our liability for death or personal injury (caused by our negligence or the negligence of our employees, agents or subcontractors), fraud or fraudulent

	misrepresentation, or any other liability which cannot be limited or excluded by applicable law.	10.5	Any assistance we provide at your request in demonstrating (or assisting you in achieving) compliance with applicable data protection law from time to time, or dealing with a request from a data subject, shall be at your expense.
7.8	Subject to clause 7.7, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, restitution, or otherwise, arising under or in connection with the Contract for loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information, loss of or damage to goodwill, for any losses, damages, costs claims or expenses not arising out of our negligence, breach of contract or breach of statutory duty, nor for any indirect or consequential loss.	10.6	By entering into the Contract you authorise us to process the personal data as required for the provision of the Services and the exercise of our rights under the Contract .
7.9	You agree that any warranties, obligations or provisions which might be implied by law (or are otherwise not explicitly set out in the Contract) are excluded from the Contract (to the fullest extent permitted by law).	10.7	You shall be responsible for all liabilities, fines, penalties, costs, expenses, damages and losses arising out of or in relation to your breach of this clause 10.
7.10	When we collect Goods from you or despatch them from the Storage Facility , we will record their quantity and condition. That record will (unless you provide conclusive evidence otherwise) be conclusive evidence of the quantity and condition of those Goods at the time you (or any third party) receives them.	10.8	Each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.
7.11	If you wish to make a claim against us for any failure to return or deliver the Goods in the same quantity and condition as on our receipt or collection from you (even if caused by our negligence), you must ensure that written notice is given to us by you within 7 days of the date when the Goods should have been received.	11	Notices
8	Term and Termination	11.1	Any notice given to us under or in connection with the Contract (other than in relation to legal proceedings or any method of dispute resolution) shall be in writing and shall be delivered by hand, first-class post or other next day delivery service to Eurolink Industrial Estate, Castle Rd, Sittingbourne ME10 3UP FAO: The Chief Operating Officer. Such notices shall be deemed received on the third Business Day after being sent or given.
8.1	The Contract shall commence on the Commencement Date and continue for the Initial Term , after which it shall automatically renew for consecutive Renewal Periods , until terminated in accordance with this clause 8.	12	Force majeure
8.2	We or you may terminate the Contract by giving the other written notice of at least 6 months, not to expire before the end of the Initial Term or a Renewal Period .	12.1	We shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of our obligations under the Contract if such delay or failure result from events, circumstances or causes beyond our reasonable control, including but not limited to acts of god, war, compliance with any law, adverse weather conditions, civil commotion, collapse of building structures, failure of plant machinery, machinery, computers or vehicles, or interruption or failure of utility service (including but not limited to electric power, gas or water).
8.3	We or you may terminate the Contract with immediate effect by giving written notice to the other if:	13	General
8.4	the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;	13.1	Non-solicitation. You shall not, without our prior written consent, during the term of the Contract and for a period of 12 months following its termination, solicit or entice away from us or employ or attempt to employ any person who is, or has been, engaged as our employee, consultant or subcontractor in the provision of the Services under the Contract .
8.5	the other party ceases or suspends a substantial part of its business (or threatens to do so), takes any action in connection with entering administration, provisional liquidation or any composition or arrangement with its creditors, being wound up, having a receiver appointed to any of its assets or ceasing to carry on business or, if the action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction, or the other party's financial position deteriorates to such an extent that (in the terminating party's opinion) the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.	13.2	Assignment and other dealings. Neither party may at any time assign its rights and obligations under the Contract (except to another company in its group) without the other party's prior written consent.
8.6	We may terminate the Contract with immediate effect by giving written notice to you if you fail to pay any amount due under the Contract on the due date for payment (on 3 occasions in any 6 month period), or you undergo a change of control (as defined in section 1124 of the Corporation Tax Act 2010).	13.3	Entire agreement. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
8.7	Without affecting our other rights or remedies, we may suspend the supply of Services under the Contract or any other contract between you and us if you fail (on 3 occasions in any 6 month period) to pay any amount due under the Contract on the due date for payment, you become subject to any of the events listed in clause 8.5, or we reasonably believe that you are about to become subject to any of them.	13.4	Variation. Except as set out in these Terms , no variation of the Contract shall be effective unless it is in writing and signed by our authorised representative.
9	Consequences of termination	13.5	Waiver. A waiver by us of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
9.1	On termination of the Contract you shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of Services supplied or other sums payable to us for which no invoice has been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt. Following termination, the UKWA Conditions will continue to apply to any Goods we hold as part of the Warehouse Services , and the CMR , the Montreal Convention , and the BIFA Conditions will continue to apply to any Goods we hold as part of the Logistics Services .	13.6	Severance. If any court (or other competent authority) finds that a provision or part-provision of the Contract is invalid, illegal or unenforceable, it shall be deemed modified (but only to the extent necessary to make it valid, legal and enforceable). If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract .
9.2	If we terminate the Contract in accordance with clause 8.3 or clause 8.6, we may (without prejudice to our other rights and remedies) invoice you for all Service Charges which would have been payable by you under the Contract (as calculated by us, acting reasonably) had the Contract continued in force until the end of the Initial Term or Renewal Period (as applicable).	13.7	Third party rights. No one other than a party to the Contract shall have any right to enforce any of its terms.
9.3	Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.	13.8	Governing law and jurisdiction. The Contract shall be governed by and construed in accordance with English law and each party irrevocably submits to the jurisdiction of the English courts.
9.4	Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect, including but not limited to clauses 6, 7, 9 and 13.	14	Interpretation
10	Personal Data	14.1	The following definitions and rules of interpretation apply in the Contract .
10.1	We may process (as a controller) personal data in performing the Services , including the personal data of your staff and recipients of the Goods . We will always do so in accordance with applicable data protection law (and the terms "personal data", "data subject," "controller" and "process" shall have the meanings given by applicable data protection law from time to time).	14.2	Definitions:
10.2	You acknowledge and agree that personal data may be transferred or stored outside the EEA or the country where you are located in order to carry out the Services and our other obligations under the Contract .	14.3	BIFA Conditions: the British International Freight Association's standard trading conditions (English Edition) in force from time to time.
10.3	You shall ensure that you are entitled to transfer personal data to us so that we may lawfully process the personal data in carrying out the Services .	14.4	Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
10.4	You shall ensure that the relevant third parties have been informed of such processing as required by applicable data protection law from time to time.	14.5	Charges: all charges (including the Service Charges) payable by you for the supply of the Services in accordance with clause 6 (Charges and payment).
		14.6	Charges Card: our rate cards setting out our additional charges in relation to certain Services as updated by us in writing from time to time.
		14.7	Client Agreement: the Client Agreement form generated by us setting out the details of the Services .
		14.8	CMR: the Convention on the Contract for the International Carriage of Goods by Road.
		14.9	Commencement Date: has the meaning given in clause 1.3.
		14.10	Contract: the contract between us and you for the supply of Services in accordance with these Terms .
		14.11	Default: has the meaning set out in clause 5.9.
		14.12	Goods: any of your products or materials or consignments in relation to which we perform the Services .
		14.13	Initial Term: the period described as such in the Client Agreement , or (if no such period is specified) 24 months.
		14.14	Logistics Services: Services we provide in relation to Goods while they are outside of our warehouse buildings.
		14.15	Montreal Convention: the Convention for the Unification of Certain Rules for International Carriage by Air.
		14.16	Projected Expenditure: the expenditure set out in the Client Agreement. Projected Expenditure excludes any expenditure for fuel surcharge and VAT.
		14.17	Renewal Period: 12 months.
		14.18	Service Charges: means the charges set out in the Client Agreement . All Service Charges stated in the Charges Card exclude VAT.

- 14.19 **Service Description:** the description of the **Services** referred to in the **Client Agreement** as updated under clause 2.1.
- 14.20 **Services:** any services supplied by us to you.
- 14.21 **Storage Facility:** the premises at which the **Goods** are stored and/or processed by us from time to time, as set out in the **Service Description**.
- 14.22 **Terms:** these terms and conditions as amended from time to time in accordance with clause 13.4.
- 14.23 **UKWA Conditions:** the United Kingdom Warehousing Association Contract Conditions for Logistics in force from time to time.
- 14.24 **Warehouse Services:** **Services** we provide in relation to **Goods** while they are within our warehouse buildings.
- 14.25 **Interpretation:**
- 14.26 A reference to a statute or statutory provision or convention is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 14.27 A reference to **writing** or **written** notice or communication to be given by you excludes email and fax.
- 14.28 The **Contract** includes the following documents, and in the event of any conflict between them they shall be given the following descending order of precedence:
- 14.29 the Client Agreement;
- 14.30 the Charges Card;
- 14.31 these **Terms**;
- 14.32 the Service Description;
- 14.33 the Montreal Convention;
- 14.34 the **CMR**;
- 14.35 the UKWA Conditions; and
- 14.46 the BIFA Conditions.